

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH UNDERINSURED MOTORISTS COVERAGE**

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named insured on this endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below.

Endorsement Effective:	Policy Number:
<b>11-26-2009</b>	<b>CAA 514 79 34</b>
Named Insured:	
<b>CLOUDNINE RESORTS-SKY LODGE MANAGEMENT LLC</b>	

**SCHEDULE**

<b>Limit of Insurance</b>	
<b>\$ REFER TO AA218</b>	Each "Accident"

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

The insured shall be required to prove all elements of the "insured's" claim that are necessary to recover from the owner or operator of the "uninsured motor vehicle".

2. We will pay under this endorsement only if a. or b. below applies:

- a. The limits of insurance under all applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s), of the "underinsured motor vehicle"; and we

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 5 business days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent to both the "suit" and the judgment is not binding on us.

**B. Who is an Insured**

The following are "insureds":

1. If any natural persons are specifically listed as a Named Insured on this endorsement, the following persons are "insureds".
  - a. Natural persons specifically listed as a Named Insured on this endorsement; in the Declarations of this Coverage Form;
  - b. "Family members" of natural persons specifically listed as a Named Insured on this endorsement;
  - c. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in this Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction; and
  - d. Any natural person, but only for damages he or she is entitled to recover because of bodily injury sustained by an "insured" described in Paragraphs B.1.a., b. or c.
2. If an entity other than a natural person is listed as a Named Insured on this endorsement, and no natural persons are listed as a Named Insured in the endorsement, the following persons are "insureds":
  - a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
  - b. Any natural person is an "insured" but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph B.2.a.
  - c. Anyone else "occupying" a covered "auto" or temporary substitute for a covered "auto", except your customers, if your business shown in the Declarations as a rental company. However, if the customer of the rental company has no policy of motor vehicle insurance, they are "insured", but only up to \$20,000 for each "accident", which is the minimum combined single limit of liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability specified by UTAH CODE ANN. Section 31A-22-304. This supercedes any provision to the contrary. If the auto is a temporary substitute, the covered "auto" must be out

of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental Company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

3. Employees of the Named Insured, but only for injuries arising out of and incurred while in the course and scope of employment for the Named Insured shown on this endorsement.
  4. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to \$20,000 for each "accident", which is the minimum combined single limit of liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304. This supercedes any provision to the contrary. If the auto is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.
5. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar laws.
3. "Bodily injury" sustained by an "insured" while the "insured" is operating or "occupying" a "motor vehicle" owned by, furnished to, or available for the regular use of a Named Insured or, if the Named Insured is a natural person, a spouse or a resident relative of such Named Insured, if the "motor vehicle" is not specifically identified in the Coverage Form or is not a newly ac-

quired or replacement "motor vehicle" covered under the terms of the Coverage Form.

4. "Bodily injury" suffered by any person while operating or "occupying" a "motor vehicle" without a reasonable belief that he or she is entitled to do so. Under no circumstances will a person whose license has been suspended, revoked or never issued be held to have a reasonable belief that he or she is entitled to operate a "motor vehicle".
5. Punitive or exemplary damages.

#### D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages, including damages claimed by any person or organization for care, loss of services or death due to and arising out of any one "accident" is the limit of **Underinsured Motorists Coverage** shown in the Schedule or the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make a duplicate payment under this endorsement for any element of "loss" for which payment has been made by or for anyone who is legally liable.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits, pension statutes or similar laws.

#### E. Changes in Conditions

The **Conditions for Utah Underinsured Motorists Coverage** are changed as follows:

1. With respect to an "underinsured motor vehicle", the **Other Insurance Condition** in the Business Auto and Garage Coverage Forms and **Other Insurance Primary and Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance. We will pay only the amount by which the limit of insurance for this coverage exceeds the limits of such other insurance.

c. If the coverage under this endorsement is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. You or any other involved "insured" must promptly send us copies of the legal papers if a "suit" is brought.
- b. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage.
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s) of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 5 business days after receipt of notification to preserve our rights against the person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such

"Motor vehicle" also includes a motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

3. "Occupying" means in, upon, getting in, on, out or off.
4. "Underinsured motor vehicle" means a "motor vehicle" or "trailer" for which the sum of the limits of coverage available for payment to the "insured" under all liability bonds or policies covering person(s) or organization(s) liable to the "insured" at the time of the "accident" are less than the Limit of Insurance available for payment to the "insured" under this endorsement.

However, "underinsured motor vehicle" does not include any "motor vehicle":

- a. Owned by any governmental unit or agency.

- b. Designed for use mainly off public roads while not on public roads.
- c. For which no liability bond or policy at the time of the "accident" provides at least \$65,000 for each "accident", which is the minimum combined single limit for "bodily injury" liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304.
- d. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- e. Owned by or furnished or available for your regular use or that of any "family member" or any other "insured".
- f. For which liability coverage is afforded under this Coverage Form.

## UTAH UNINSURED MOTORISTS COVERAGE

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named insured on this endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below:

Endorsement Effective: <b>11-26-2009</b>	Policy Number: <b>CAA 514 79 34</b>
Named Insured:	
<b>CLOUDNINE RESORTS-SKY LODGE MANAGEMENT LLC</b>	

### SCHEDULE

LIMIT OF INSURANCE	
\$ REFER TO AA218	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this endorsement only if the limits of insurance under all applicable liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent to both the "suit" and the judgment is not binding on us.

#### B. Who is an Insured

1. If any natural persons are specifically listed as a Named Insured on this endorsement, the following persons are "insureds":
  - a. Natural persons specifically listed as a Named Insured on this endorsement;
  - b. "Family members" of natural persons specifically listed as a Named Insured on this endorsement;
  - c. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction; and.

- d. Any natural person, but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraphs B.1.a., b. or c.
  
- 2. If an entity other than a natural person is listed as a Named Insured on this endorsement, and no natural persons are listed as a Named Insured in the endorsement, the following persons are "insureds"
  - a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
  - b. Any natural person is an "insured", but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph B.2.a.
  - c. Anyone else "occupying" a covered "auto" or temporary substituted for a covered "auto", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of the rental company has no policy of motor vehicle insurance, they are "insured", but only up to \$20,000 for each "accident", which is the minimum combined single limit of liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304. This supercedes any provision to the contrary. If the auto is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  
- Rental Company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.
  
- 3. Employees of the Named Insured, but only for injuries arising out of and incurred while in the course and scope of employment for the Named Insured shown on this endorsement.
  
- 4. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but

only up to \$20,000 for each "accident", which is the minimum combined single limit of liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304. This supercedes any provision to the contrary. If the auto is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

#### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while the "insured" is operating or "occupying" a "motor vehicle" owned by, furnished to, or available for the regular use of a Named Insured or, if the Named Insured is a natural person, a spouse or a resident relative of such Named Insured, if the "motor vehicle" is not specifically identified in the Coverage Form or is not a newly acquired or replacement "motor vehicle" covered under the terms of the Coverage Form.
4. "Bodily injury" suffered by any person while operating or "occupying" a "motor vehicle" without a reasonable belief that he or she is entitled to do so. Under no circumstances will a person whose license has been suspended, revoked or never issued be held to have a reasonable belief that he or she is entitled to operate a "motor vehicle".

#### D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages, including damages claimed by any person or organization for care, loss of services or death, due to and arising out of any one "accident" is the Limit of **Uninsured Motorists Coverage** shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make a duplicate payment under this endorsement for any element of "loss" for which payment has been made by or for anyone who is legally liable.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits or pension statutes or similar laws.

3. The limit of insurance provided in this endorsement shall be reduced by all sums available for payment to the "insured" for "bodily injury" under all liability bonds or policies covering persons or organizations legally liable for the "accident".

#### **E. Changes in Conditions**

The **Conditions for Utah Uninsured Motorists Coverage** are changed as follows:

1. With respect to an "uninsured motor vehicle", the **Other Insurance Condition** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary and Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance. We will pay only the amount by which the limit of insurance for this coverage exceeds the limits of such other insurance.
- c. If the coverage under this endorsement is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. You or any other involved "insured" must promptly notify the police if a hit-and-run driver is involved;
- b. You or any other involved "insured" must promptly send us copies of the legal papers if a "suit" is brought; and
- c. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage.

3. **Legal Action Against Us** is changed by adding the following:

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery of any claim under the provisions of the Underinsured Motorist Coverage of this Coverage Form unless the "insured" has satisfied all of the things that "insured" is required to do under the terms and conditions of this endorsement. Any claim or "suit" for Underinsured Motorist Coverage must be brought within three (3) years of the date of the last payment made to the "insured" by the responsible party or the "insured's" insurer or legal representative. Our subrogation rights also must not be prejudiced.

4. **Transfer of Rights of Recovery Against Others to Us** is changed by adding the following:

- a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

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ward or foster child, and principally used for agricultural.

- a. If we and an insured do not agree:
- (1) Whether that person is legally entitled to recover damages from a party responsible for the "accident"; or
  - (2) As to the amount of damages that may be recovered;

the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "insured" and we must mutually agree to arbitrate the disagreements. If arbitration is used, each party will select an arbitrator. If the "insured" and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (1) Pay the expenses it incurs; and
- (2) Bear the expenses of the third arbitrator equally.

- b. Unless both parties otherwise agree, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

- (1) Whether the "insured" is legally entitled to recover damages from a party responsible for the "accident"; and
- (2) The amount of damages.

However, this Condition does not apply if a small claims court having jurisdiction resolves the matter(s) upon which we and an "insured" do not agree.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a natural person who is related to and is a resident of the same household as a natural person shown as a Named Insured on this endorsement. Such relation may be by blood, marriage, or adoption, and may include a

2. "Motor vehicle" means a self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck, semi-tractor, motorcycle and bus. "Motor vehicle" also includes a motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.
3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land "motor vehicle" or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least \$65,000 for each "accident", which is the minimum combined single limit of liability or \$25,000/\$50,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304.
- b. For which an insuring or bonding company:
  - (1) Denies coverage;
  - (2) Is or becomes insolvent; or
  - (3) Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of the insured.
- c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
  - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or
  - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

We will only accept competent evidence, which may include the testimony, under oath, of a person making claim under this or similar coverage.

However, "uninsured motor vehicle" does not include any "motor vehicle":

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned or operated by a self-insurer under Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the applicable minimum limit for "bodily injury" liability specified by UTAH CODE ANN. Section 31A-22-304.
- c. Owned by any governmental unit or agency.
- d. Designed for use mainly off public roads while not on public roads.
- e. For which liability coverage is afforded under this Coverage Form.
- f. Owned by or furnished or available for your regular use or that of any "family member" or any other "insured".

# UNINSURED / UNDERINSURED MOTORISTS COVERAGE

## OFFER AND OPTION SELECTION FORM - UTAH

In accordance with §31A-22-305 of the Utah Code, you may elect to purchase Uninsured Motorists Coverage in amounts less than the bodily injury liability limits under your motor vehicle liability policy. You may also elect to purchase Underinsured Motorists Coverage in amounts less than the bodily injury liability limits under your motor vehicle liability policy. You may also reject these coverages entirely.

To choose lower limits of Uninsured or Underinsured Motorists Coverage, you or your authorized representative must complete and sign this form. Your choice of coverage limits will remain in effect, even on renewals or replacements of this policy, unless you submit different choices to us in writing.

For a more detailed explanation of these coverages, refer to your policy.

### Uninsured Motorists Coverage - Bodily Injury

Uninsured Motorists Coverage compensates you, or other persons insured under your Uninsured Motorists Coverage, for amounts that person may be legally entitled to collect as damages from an owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is a hit-and-run vehicle or a vehicle for which no bodily injury bond or insurance policy provides, at the time of the accident, at least \$65,000 combined single limit or \$25,000/\$50,000 in coverage, for each accident. An uninsured motor vehicle also includes a vehicle for which an insuring or bonding company either denies coverage, becomes insolvent, or fails to confirm coverage within 60 days from the date the company is notified of a claim by or on behalf of the insured.

If you elect to purchase uninsured motorist coverage with bodily injury liability limits equal to the limits of your motor vehicle liability coverage, you will be charged a premium (per coverage) in the amount of:

### Uninsured Motorists Coverage Limits of Liability

Split Limit Thousand Dollars	Premium		Single Limit	Premium	
	P.P. Types	Other than P.P. Types		P.P. Types	Other than P.P. Types
<input type="checkbox"/> 25/50	\$ 5.00	\$ 6.00	<input type="checkbox"/> 65,000	\$ 6.00	\$ 7.00
<input type="checkbox"/> 50/100	6.00	7.00	<input type="checkbox"/> 100,000	7.00	8.00
<input type="checkbox"/> 100/300	7.00	9.00	<input type="checkbox"/> 250,000	8.00	10.00
<input type="checkbox"/> 250/500	8.00	10.00	<input type="checkbox"/> 350,000	9.00	11.00
<input type="checkbox"/> 500/500	9.00	11.00	<input type="checkbox"/> 500,000	9.00	12.00
<input type="checkbox"/> 500/1,000	9.00	12.00	<input type="checkbox"/> 1,000,000	10.00	13.00
<input type="checkbox"/> 1,000/1,000	10.00	13.00			

I select Uninsured Motorists Coverage at limits that are less than the bodily injury liability limits of my policy.

### Uninsured Motorists Coverage Limits of Liability

Split Limit Thousand Dollars	Single Limit
<input type="checkbox"/> 25/50	65,000
<input type="checkbox"/> 50/100	100,000
<input type="checkbox"/> 100/300	250,000
<input type="checkbox"/> 250/500	350,000
<input type="checkbox"/> 500/500	500,000
<input type="checkbox"/> 500/1,000	1,000,000
<input type="checkbox"/> 1,000/1,000	
<input type="checkbox"/> Other	Other

I reject Uninsured Motorists Coverage.

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

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**OFFER AND OPTION SELECTION FORM - UTAH**

In accordance with §31A-22-305 of the Utah Code, you may elect to purchase Uninsured Motorists Coverage in amounts less than the bodily injury liability limits under your motor vehicle liability policy. You may also elect to purchase Underinsured Motorists Coverage in amounts less than the bodily injury liability limits under your motor vehicle liability policy. You may also reject these coverages entirely.

To choose lower limits of Uninsured or Underinsured Motorists Coverage, you or your authorized representative must complete and sign this form. Your choice of coverage limits will remain in effect, even on renewals or replacements of this policy, unless you submit different choices to us in writing.

For a more detailed explanation of these coverages, refer to your policy.

**Uninsured Motorists Coverage - Bodily Injury**

Uninsured Motorists Coverage compensates you, or other persons insured under your Uninsured Motorists Coverage, for amounts that person may be legally entitled to collect as damages from an owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is a hit-and-run vehicle or a vehicle for which no bodily injury bond or insurance policy provides, at the time of the accident, at least \$65,000 combined single limit or \$25,000/\$50,000 in coverage, for each accident. An uninsured motor vehicle also includes a vehicle for which an insuring or bonding company either denies coverage, becomes insolvent, or fails to confirm coverage within 60 days from the date the company is notified of a claim by or on behalf of the insured.

If you elect to purchase uninsured motorist coverage with bodily injury liability limits equal to the limits of your motor vehicle liability coverage, you will be charged a premium (per coverage) in the amount of:

**Uninsured Motorists Coverage Limits of Liability**

Split Limit Thousand Dollars	Premium		Single Limit	Premium	
	P.P. Types	Other than P.P. Types		P.P. Types	Other than P.P. Types
<input type="checkbox"/> 25/50	\$ 5.00	\$ 6.00	<input type="checkbox"/>	65,000	\$ 6.00
<input type="checkbox"/> 50/100	6.00	7.00	<input type="checkbox"/>	100,000	7.00
<input type="checkbox"/> 100/300	7.00	9.00	<input type="checkbox"/>	250,000	8.00
<input type="checkbox"/> 250/500	8.00	10.00	<input type="checkbox"/>	350,000	9.00
<input type="checkbox"/> 500/500	9.00	11.00	<input type="checkbox"/>	500,000	9.00
<input type="checkbox"/> 500/1,000	9.00	12.00	<input type="checkbox"/>	1,000,000	10.00
<input type="checkbox"/> 1,000/1,000	10.00	13.00			13.00

I select Uninsured Motorists Coverage at limits that are less than the bodily injury liability limits of my policy.

**Uninsured Motorists Coverage Limits of Liability**

Split Limit Thousand Dollars	Single Limit
<input type="checkbox"/> 25/50	65,000
<input type="checkbox"/> 50/100	100,000
<input type="checkbox"/> 100/300	250,000
<input type="checkbox"/> 250/500	350,000
<input type="checkbox"/> 500/500	500,000
<input type="checkbox"/> 500/1,000	1,000,000
<input type="checkbox"/> 1,000/1,000	
<input type="checkbox"/> Other	Other

I reject Uninsured Motorists Coverage.

Underinsured Motorists Coverage compensates you, or other persons insured under your Underinsured Motorists Coverage, for amounts that person may be legally entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured vehicle is a vehicle for which a bodily injury bond or insurance policy applies at the time of the accident, but the amount under the bond or policy is insufficient to pay the full amount the insured is entitled to recover.

If you elect to purchase underinsured motorist coverage with bodily injury liability limits equal to the limits of your motor vehicle liability coverage, you will be charged a premium (per coverage) in the amount of:

#### Underinsured Motorists Coverage Limits of Liability

Split Limit Thousand Dollars	Premium		Single Limit	Premium	
	P.P. Types	Other than P.P. Types		P.P. Types	Other than P.P. Types
<input type="checkbox"/> 10/20	\$ 4.00	\$ 3.00	<input type="checkbox"/>	20,000	\$ 6.00
<input type="checkbox"/> 25/50	8.00	7.00	<input type="checkbox"/>	50,000	13.00
<input type="checkbox"/> 50/100	14.00	11.00	<input type="checkbox"/>	65,000	15.00
<input type="checkbox"/> 100/300	25.00	20.00	<input type="checkbox"/>	100,000	21.00
<input type="checkbox"/> 250/500	39.00	31.00	<input type="checkbox"/>	250,000	36.00
<input type="checkbox"/> 500/500	43.00	34.00	<input type="checkbox"/>	350,000	42.00
<input type="checkbox"/> 500/1,000	51.00	41.00	<input type="checkbox"/>	500,000	49.00
<input type="checkbox"/> 1,000/1,000	56.00	45.00	<input type="checkbox"/>	1,000,000	60.00

I select Underinsured Motorists Coverage at limits that are less than the bodily injury liability limits of my policy.

#### Underinsured Motorists Coverage Limits of Liability

Split Limit Thousand Dollars	Single Limit
<input type="checkbox"/> 10/20	20,000
<input type="checkbox"/> 25/50	50,000
<input type="checkbox"/> 50/100	100,000
<input type="checkbox"/> 100/300	250,000
<input type="checkbox"/> 250/500	350,000
<input type="checkbox"/> Other	Other

I reject Underinsured Motorists Coverage.

#### Uninsured Motorists Coverage - Property Damage

This coverage will only apply to motor vehicles insured on the policy that are not insured for collision coverage.

I select Uninsured Motorists Coverage - Property Damage, at a limit of \$3,500, subject to a \$250 deductible.

I reject Uninsured Motorists Coverage - Property Damage.

Subsequent renewal policies will not be changed to provide the rejected coverage unless you request such coverage in writing.

Attached to and forming part of Policy Number CAA 514 79 34 and any renewal or replacement thereof.

---

DATE

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INSURED'S SIGNATURE

## **UTAH PERSONAL INJURY PROTECTION OPTION SELECTION FORM**

Personal Injury Protection must be provided on every auto required to be registered, except for motorcycles and trailers.

Basic Personal Injury Protection includes \$3,000 Medical Expense, Loss of Income and Earning capacity not to exceed \$250 per week, \$1,500 Funeral Expense and \$3,000 Survivor Loss.

Additional Personal Injury Protection may be provided to individual named insureds on policies covering individually owned autos. Select the applicable additional Personal Injury Protection coverage requested.

Option a (Medical Expense Benefits - \$5,000 and Income Benefits, per person per week - \$300).

Option b (Medical Expense Benefits - \$10,000 and Income Benefits, per person per week - \$350).

Exclusion of Loss of Income Benefits (applicable to Basic and Additional PIP).

Subsequent renewal policies will not be changed to provide the rejected coverage unless you request such coverage in writing.

Attached to and forming part of Policy Number CAA 514 79 34 and any renewal or replacement thereof.

---

DATE

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INSURED'S SIGNATURE

Page 14 of 40 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UTAH PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****GARAGE COVERAGE FORM****MOTOR CARRIER COVERAGE FORM****TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective <b>11-26-2009</b>	Policy No. <b>CAA 514 79 34</b>
Named Insured <b>CLOUDNINE RESORTS-SKY LODGE MANAGEMENT LLC</b>	
Countersigned by	

(Authorized Representative)

### SCHEDULE

Benefits	Limit Per Person
Medical Expenses	\$3,000
Work Loss	(a) Eighty-five percent of any loss of gross income and earning capacity, not to exceed the total of \$250 per week; (b) \$20 per day for inability to perform services for the household;
Funeral Expenses	\$1,500
Survivor Loss	\$3,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

##### 1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic

devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

**2. Work Loss**

- a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three day elimination period shall not be applicable; and
- b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury" the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecutive days after the date of the "bodily injury", this three day elimination period shall not be applicable.

**3. Funeral Expenses**

Funeral, burial or cremation expenses incurred.

**4. Survivor Loss**

Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

**B. Who is an Insured**

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".
3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307.

This supercedes any provision to the contrary.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member".
5. A "pedestrian" if the "accident" involves the use of a covered "auto".

**C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".
2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
  - a. Causing injury to himself or herself intentionally, or
  - b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.
6. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

**D. Limit of Insurance**

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.

2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
  - a. Under any workers' compensation plan or any similar statutory plan;
  - b. By the United States or any of its agencies because of his or her being on active duty in the military services;

#### E. Changes in Conditions

The following is added to the **Duties in the Event of Accident, Claim, Suit or Loss Condition:**

- d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
  - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
  - (2) Such other information that will help us determine the amount due and payable.

The following Conditions are added:

#### REIMBURSEMENT AND TRUST

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

#### COORDINATION AND NON-DUPLICATION

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

#### PREMIUM RECOMPUTATION

The premium for this policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

#### F. Additional Definitions

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semi-trailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".

## LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

2008 CHEVY EXPRESS VAN  
WELLS FARGO EQUIPMENT FINANCE INC  
ITS SUCCESSORS & ASSIGNS  
MAC N9306-070  
733 MARQUETTE AVENUE  
SUITE 700  
MINNEAPOLIS MN 55402

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party:

1GNFH154281148197

2008 CHEVY EXPRESS VAN  
WELLS FARGO EQUIPMENT FINANCE INC  
ITS SUCCESSORS & ASSIGNS  
MAC N9306-070  
733 MARQUETTE AVENUE  
SUITE 700  
MINNEAPOLIS MN 55402

1GNEH154381148564

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WELLS FARGO BANK, N.A.  
P.O. BOX 6995  
PORTLAND, OR 97228-6995

Account Number: 2679764676  
Statement Start Date: 11/01/09  
Statement End Date: 11/30/09

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE  
SKY LODGE LOCKBOX ACCOUNT  
DEBTOR IN POSSESSION  
PO BOX 683300  
PARK CITY UT 84068-3300

For Customer Assistance:  
Call 800-225-5935 (1-800-CALL-WELLS).

Account Number	Beginning Balance	Ending Balance
Choice IV Commercial Checking 2679764676	104,203.66	224,802.65

News from Wells Fargo

Credits  
Deposits

Effective Date	Posted Date	Amount	Transaction Detail
Nov 02		2,575.30	Deposit
Nov 02		1,349.99	Deposit
Nov 02		754.64	Deposit
Nov 02		548.39	Deposit
Nov 02		247.74	Deposit
Nov 02		241.90	Deposit
Nov 02		79.00	Deposit
Nov 02		11.65	Deposit
Nov 06		11,486.44	Deposit
Nov 13		6,254.87	Deposit
Nov 13		1,431.68	Deposit
Nov 13		865.60	Deposit
Nov 13		819.98	Deposit
Nov 13		728.92	Deposit
Nov 13		585.64	Deposit
Nov 13		284.86	Deposit
Nov 13		266.80	Deposit
Nov 13		254.54	Deposit
Nov 13		128.62	Deposit
Nov 13		78.27	Deposit
Nov 19		429.43	Deposit
Nov 19		387.42	Deposit
Nov 19		257.87	Deposit
Nov 19		213.89	Deposit
Nov 19		197.95	Deposit
Nov 19		178.62	Deposit
Nov 19		136.15	Deposit
Nov 24		6,863.87	Deposit
Nov 24		1,268.73	Deposit
Nov 24		438.25	Deposit
Nov 24		437.39	Deposit
Nov 24		212.50	Deposit
Nov 30		1,053.21	Deposit
Nov 30		315.46	Deposit

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EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 2 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

**Deposits**

Effective Date	Posted Date	Amount	Transaction Detail
Nov 30		217.26	Deposit
Nov 30		38.23	Deposit
		41,641.06	Total Deposits

**Electronic Deposits/ Bank Credits**

Effective Date	Posted Date	Amount	Transaction Detail
Nov 02		3,357.85	Bankcard Settlement 091031 628044000217538 The Sky Lodge Hotel
Nov 02		1,549.59	Bankcard Settlement 091031 628044000217411 Easy Street Brasserie
Nov 02		1,419.27	American Express Settlement 091102 5430562264 The Sky LODG5430562264
Nov 02		1,395.12	Bankcard Settlement 091101 628044000217411 Easy Street Brasserie
Nov 02		1,260.19	Bankcard Settlement 091101 628044000217538 The Sky Lodge Hotel
Nov 02		1,104.22	Bankcard Settlement 091030 628044000217538 The Sky Lodge Hotel
Nov 02		1,100.56	American Express Settlement 091031 5430562264 The Sky LODG5430562264
Nov 02		971.48	Bankcard Settlement 091030 628044000217411 Easy Street Brasserie
Nov 02		464.78	Bankcard Settlement 091031 628044000217421 The Bar Boheme
Nov 02		324.08	American Express Settlement 091102 5430562264 The Sky LODG5430562264
Nov 02		249.05	Bankcard Settlement 091030 628044000217421 The Bar Boheme
Nov 02		136.76	American Express Settlement 091031 5430562264 The Sky LODG5430562264
Nov 02		20.30	Bankcard Settlement 091030 628044000217416 Easy Street Bakery
Nov 02		1.67	Bankcard Settlement 091031 628044000217416 Easy Street Bakery
Nov 03		11,185.09	American Express Settlement 091103 5430562264 The Sky LODG5430562264
Nov 03		2,135.47	Bankcard Settlement 091102 628044000217538 The Sky Lodge Hotel
Nov 03		1,716.64	Bankcard Settlement 091102 628044000217411 Easy Street Brasserie
Nov 03		964.21	American Express Settlement 091103 5430562264 The Sky LODG5430562264

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

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Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 03	491.60	Bankcard Settlement 091102 628044000217421 The Bar Boheme
	Nov 03	44.90	Bankcard Settlement 091102 628044000217416 Easy Street Bakery
	Nov 04	52,496.12	Transfer From DDA # 000002679764668
	Nov 04	46,907.18	WT Seq#66924 Wells Fargo Brokerage S /Org=easy Street Partners Llc Srf# IN09110412325277 Trn#091104066924 Rfb# 000154079
	Nov 04	2,078.34	Bankcard Settlement 091103 628044000217538 The Sky Lodge Hotel
	Nov 04	1,308.05	American Express Settlement 091104 5430562264 The Sky LODG5430562264
	Nov 04	575.47	Bankcard Settlement 091103 628044000217421 The Bar Boheme
	Nov 04	229.56	American Express Settlement 091104 5430562264 The Sky LODG5430562264
	Nov 04	88.27	Bankcard Settlement 091103 628044000217416 Easy Street Bakery
	Nov 05	164,841.37	WT Seq#75216 Wells Fargo Brokerage S /Org=easy Street Partners Llc Srf# IN09110513555421 Trn#091105075216 Rfb# 000154215
	Nov 05	1,167.77	Bankcard Release 110409 000000007082843 Easy Street Brasserie
	Nov 05	1,152.11	Bankcard Settlement 091104 628044000217538 The Sky Lodge Hotel
	Nov 05	879.57	American Express Settlement 091105 5430562264 The Sky LODG5430562264
	Nov 05	590.73	American Express Settlement 091105 5430562264 The Sky LODG5430562264
	Nov 05	484.21	Bankcard Settlement 091104 628044000217411 Easy Street Brasserie
	Nov 05	87.51	Bankcard Settlement 091104 628044000217421 The Bar Boheme
	Nov 05	24.98	Bankcard Settlement 091104 628044000217416 Easy Street Bakery
	Nov 06	10,726.49	Bankcard Settlement 091105 628044000217538 The Sky Lodge Hotel
	Nov 06	10,490.59	American Express Settlement 091106 5430562264 The Sky LODG5430562264
	Nov 06	1,023.98	American Express Settlement 091106 5430562264 The Sky LODG5430562264

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EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 4 of 10  
Account Number:  
Statement End Date:

2679764676  
11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 06	686.94	Bankcard Settlement 091105 628044000217411 Easy Street Brasserie
	Nov 06	457.89	Bankcard Settlement 091105 628044000217421 The Bar Boheme
	Nov 06	27.20	Bankcard Settlement 091105 628044000217416 Easy Street Bakery
	Nov 09	1,436.39	American Express Settlement 091109 5430562264 The Sky LODG5430562264
	Nov 09	1,303.27	American Express Settlement 091107 5430562264 The Sky LODG5430562264
	Nov 09	856.54	American Express Settlement 091107 5430562264 The Sky LODG5430562264
	Nov 09	491.03	American Express Settlement 091109 5430562264 The Sky LODG5430562264
	Nov 10	2,163.19	American Express Settlement 091110 5430562264 The Sky LODG5430562264
	Nov 10	1,761.58	Bankcard Settlement 091109 628044000217411 Easy Street Brasserie
	Nov 10	1,068.21	American Express Settlement 091110 5430562264 The Sky LODG5430562264
	Nov 10	28.38	Bankcard Release 110909 00000007093481 Easy Street Brasserie
	Nov 12	2,321.88	Bankcard Release 111009 000000007098991 The Sky Lodge Hotel
	Nov 12	2,034.50	Bankcard Release 111009 000000007098693 Easy Street Brasserie
	Nov 12	1,239.61	American Express Settlement 091112 5430562264 The Sky LODG5430562264
	Nov 12	1,230.48	Bankcard Settlement 091110 628044000217411 Easy Street Brasserie
	Nov 12	1,172.03	American Express Settlement 091111 5430562264 The Sky LODG5430562264
	Nov 12	923.76	Bankcard Settlement 091110 628044000217538 The Sky Lodge Hotel
	Nov 12	916.62	American Express Settlement 091111 5430562264 The Sky LODG5430562264
	Nov 12	476.79	Bankcard Settlement 091110 628044000217421 The Bar Boheme
	Nov 12	368.20	American Express Settlement 091112 5430562264 The Sky LODG5430562264
	Nov 12	295.04	Bankcard Release 111009 000000007098979 The Bar Boheme

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 5 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 12	38.00	Bankcard Settlement 091110 628044000217416 Easy Street Bakery
	Nov 12	12.52	Bankcard Release 111009 000000007098692 Easy Street Bakery
	Nov 13	1,548.22	Bankcard Settlement 091112 628044000217411 Easy Street Brasserie
	Nov 13	1,480.24	Bankcard Settlement 091112 628044000217538 The Sky Lodge Hotel
	Nov 13	1,418.88	Bankcard Settlement 091112 628044000217421 The Bar Boheme
	Nov 13	1,263.79	American Express Settlement 091113 5430562264 The Sky LODG5430562264
	Nov 13	805.49	Bankcard Settlement 091111 628044000217411 Easy Street Brasserie
	Nov 13	667.07	American Express Settlement 091113 5430562264 The Sky LODG5430562264
	Nov 13	205.61	Bankcard Settlement 091111 628044000217538 The Sky Lodge Hotel
	Nov 13	58.98	Bankcard Settlement 091111 628044000217421 The Bar Boheme
	Nov 13	7.27	Bankcard Settlement 091112 628044000217416 Easy Street Bakery
	Nov 13	5.69	Bankcard Settlement 091111 628044000217416 Easy Street Bakery
	Nov 16	16,692.09	American Express Settlement 091116 5430562264 The Sky LODG5430562264
	Nov 16	14,639.31	Bankcard Settlement 091113 628044000217538 The Sky Lodge Hotel
	Nov 16	4,762.32	American Express Settlement 091114 5430562264 The Sky LODG5430562264
	Nov 16	3,462.43	Bankcard Settlement 091115 628044000217538 The Sky Lodge Hotel
	Nov 16	2,583.13	Bankcard Settlement 091114 628044000217538 The Sky Lodge Hotel
	Nov 16	1,633.96	American Express Settlement 091116 5430562264 The Sky LODG5430562264
	Nov 16	768.19	Bankcard Settlement 091114 628044000217411 Easy Street Brasserie
	Nov 16	663.91	Bankcard Settlement 091115 628044000217411 Easy Street Brasserie
	Nov 16	647.04	Bankcard Settlement 091113 628044000217411 Easy Street Brasserie

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 6 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 16	291.25	American Express Settlement 091114 5430562264 The Sky LODG5430562264
	Nov 16	44.71	Bankcard Settlement 091113 628044000217421 The Bar Boheme
	Nov 16	40.79	Bankcard Settlement 091114 628044000217421 The Bar Boheme
	Nov 16	30.99	Bankcard Settlement 091115 628044000217416 Easy Street Bakery
	Nov 16	23.66	Bankcard Settlement 091114 628044000217416 Easy Street Bakery
	Nov 16	23.11	Bankcard Settlement 091113 628044000217416 Easy Street Bakery
	Nov 17	2,964.79	Bankcard Settlement 091116 628044000217538 The Sky Lodge Hotel
	Nov 17	1,150.41	American Express Settlement 091117 5430562264 The Sky LODG5430562264
	Nov 17	1,022.35	Bankcard Settlement 091116 628044000217411 Easy Street Brasserie
	Nov 17	498.52	American Express Settlement 091117 5430562264 The Sky LODG5430562264
	Nov 17	280.25	Bankcard Settlement 091116 628044000217421 The Bar Boheme
	Nov 17	60.22	Bankcard Settlement 091116 628044000217416 Easy Street Bakery
	Nov 18	1,280.26	American Express Settlement 091118 5430562264 The Sky LODG5430562264
	Nov 18	864.28	American Express Settlement 091118 5430562264 The Sky LODG5430562264
	Nov 19	148,479.95	Transfer From DDA # 000002679764668
	Nov 19	148,479.95	Transfer From DDA # 000002679764668
	Nov 19	59,930.99	WT Fed#03558 Wcf Wells Fargo SE /Org=wcf Srf# GSE0911199609100 Trn#091119037277 Rfb# Noref
	Nov 19	4,201.20	Bankcard Settlement 091118 628044000217538 The Sky Lodge Hotel
	Nov 19	2,527.63	Bankcard Settlement 091118 628044000217411 Easy Street Brasserie
	Nov 19	112.00	Bankcard Settlement 091118 628044000217421 The Bar Boheme
	Nov 19	59.90	Bankcard Settlement 091118 628044000217416 Easy Street Bakery
	Nov 19	148,479.95	Transfer To DDA # 000002679764668

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 7 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 20	3,223.77	American Express Settlement 091120 5430562264 The Sky LODG5430562264
	Nov 20	1,844.85	American Express Settlement 091120 5430562264 The Sky LODG5430562264
	Nov 20	764.35	Bankcard Settlement 091119 628044000217411 Easy Street Brasserie
	Nov 20	642.00	Bankcard Settlement 091119 628044000217538 The Sky Lodge Hotel
	Nov 20	55.00	Bankcard Settlement 091119 628044000217421 The Bar Boheme
	Nov 23	4,461.55	American Express Settlement 091123 5430562264 The Sky LODG5430562264
	Nov 23	3,714.60	Bankcard Settlement 091122 628044000217538 The Sky Lodge Hotel
	Nov 23	1,991.23	American Express Settlement 091123 5430562264 The Sky LODG5430562264
	Nov 23	1,484.37	Bankcard Settlement 091120 628044000217538 The Sky Lodge Hotel
	Nov 23	1,437.27	Bankcard Settlement 091122 628044000217411 Easy Street Brasserie
	Nov 23	1,345.37	American Express Settlement 091121 5430562264 The Sky LODG5430562264
	Nov 23	902.56	Bankcard Settlement 091120 628044000217411 Easy Street Brasserie
	Nov 23	567.47	American Express Settlement 091121 5430562264 The Sky LODG5430562264
	Nov 23	337.33	Bankcard Settlement 091122 628044000217421 The Bar Boheme
	Nov 23	218.01	Bankcard Settlement 091121 628044000217411 Easy Street Brasserie
	Nov 23	135.61	Bankcard Settlement 091121 628044000217538 The Sky Lodge Hotel
	Nov 23	108.93	Bankcard Settlement 091120 628044000217421 The Bar Boheme
	Nov 23	96.49	Bankcard Settlement 091121 628044000217421 The Bar Boheme
	Nov 23	56.89	Bankcard Settlement 091121 628044000217416 Easy Street Bakery
	Nov 23	24.74	Bankcard Settlement 091120 628044000217416 Easy Street Bakery
	Nov 24	1,399.71	Bankcard Settlement 091123 628044000217411 Easy Street Brasserie
	Nov 24	983.42	American Express Settlement 091124 5430562264 The Sky LODG5430562264

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 8 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 24	612.74	American Express Settlement 091124 5430562264 The Sky LODG5430562264
	Nov 24	142.79	Bankcard Settlement 091123 628044000217421 The Bar Boheme
	Nov 24	94.08	Bankcard Settlement 091123 628044000217416 Easy Street Bakery
	Nov 25	3,223.65	Bankcard Settlement 091124 628044000217538 The Sky Lodge Hotel
	Nov 25	2,277.99	American Express Settlement 091125 5430562264 The Sky LODG5430562264
	Nov 25	945.28	Bankcard Settlement 091124 628044000217411 Easy Street Brasserie
	Nov 25	342.47	American Express Settlement 091125 5430562264 The Sky LODG5430562264
	Nov 25	94.17	Bankcard Settlement 091124 628044000217421 The Bar Boheme
	Nov 25	69.22	Bankcard Settlement 091124 628044000217416 Easy Street Bakery
	Nov 27	9,120.97	American Express Settlement 091127 5430562264 The Sky LODG5430562264
	Nov 27	6,086.16	Bankcard Settlement 091125 628044000217538 The Sky Lodge Hotel
	Nov 27	4,428.06	American Express Settlement 091126 5430562264 The Sky LODG5430562264
	Nov 27	1,173.58	American Express Settlement 091126 5430562264 The Sky LODG5430562264
	Nov 27	690.89	American Express Settlement 091127 5430562264 The Sky LODG5430562264
	Nov 27	541.44	Bankcard Settlement 091125 628044000217411 Easy Street Brasserie
	Nov 27	109.60	Bankcard Settlement 091125 628044000217421 The Bar Boheme
	Nov 27	15.94	Bankcard Settlement 091125 628044000217416 Easy Street Bakery
	Nov 30	13,885.25	Bankcard Settlement 091126 628044000217538 The Sky Lodge Hotel
	Nov 30	2,527.07	Bankcard Settlement 091129 628044000217411 Easy Street Brasserie
	Nov 30	2,164.98	Bankcard Settlement 091128 628044000217411 Easy Street Brasserie
	Nov 30	1,979.95	American Express Settlement 091130 5430562264 The Sky LODG5430562264

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Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 9 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 30	1,429.19	Bankcard Settlement 091129 628044000217538 The Sky Lodge Hotel
	Nov 30	1,283.46	Bankcard Settlement 091127 628044000217411 Easy Street Brasserie
	Nov 30	1,110.25	Bankcard Settlement 091126 628044000217411 Easy Street Brasserie
	Nov 30	947.63	American Express Settlement 091130 5430562264 The Sky LODG5430562264
	Nov 30	930.14	American Express Settlement 091128 5430562264 The Sky LODG5430562264
	Nov 30	871.08	Bankcard Settlement 091127 628044000217421 The Bar Boheme
	Nov 30	636.85	Bankcard Settlement 091128 628044000217421 The Bar Boheme
	Nov 30	378.05	Bankcard Settlement 091129 628044000217421 The Bar Boheme
	Nov 30	54.33	Bankcard Settlement 091126 628044000217421 The Bar Boheme
	Nov 30	51.30	American Express Settlement 091128 5430562264 The Sky LODG5430562264
	Nov 30	49.54	Bankcard Settlement 091128 628044000217416 Easy Street Bakery
	Nov 30	18.84	Bankcard Settlement 091129 628044000217416 Easy Street Bakery
	Nov 30	12.94	Bankcard Settlement 091127 628044000217416 Easy Street Bakery
	Nov 30	5.96	Bankcard Settlement 091126 628044000217416 Easy Street Bakery
.....			1,004,617.32 Total Electronic Deposits/ Bank Credits
.....			1,046,258.38 Total Credits

Debits

Electronic Debits/ Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
Oct 30	Nov 02	94,950.08	Transfer To DDA # 000002679764668
	Nov 04	2,575.30	Return Item Charge - Paper AZ 091104
Nov 04	Nov 05	52,496.12	Transfer To DDA # 000002679764668
Nov 04	Nov 05	52,496.12	Transfer To DDA # 000002679764668
Nov 05	Nov 06	102,532.51	Transfer To DDA # 000002679764668
Nov 12	Nov 13	5.00	Bankcard Fee - 0329183090

Continued on next page

EASY STREET PARTNERS, LLC  
DBA THE SKYLODGE

Page 10 of 10  
Account Number: 2679764676  
Statement End Date: 11/30/09

### **Electronic Debits/ Bank Debits**

<b>Effective Date</b>	<b>Posted Date</b>	<b>Amount</b>	<b>Transaction Detail</b>
Nov 12	Nov 13	5.00	Bankcard Fee - 0329183100
Nov 12	Nov 13	5.00	Bankcard Fee - 0329183110
Nov 12	Nov 13	5.00	Bankcard Fee - 0329183120
Nov 12	Nov 13	5.00	Bankcard Fee - 0329183130
	Nov 19	148,479.95	Transfer To DDA # 000002679764668
	Nov 19	148,479.95	Transfer To DDA # 000002679764668
	Nov 19	148,479.95	Transfer To DDA # 000002679764668
	Nov 19	148,479.95	Transfer To DDA # 000002679764668
	Nov 19	26,664.46	Transfer To DDA # 000002679764668
.....		925,659.39	Total Electronic Debits/ Bank Debits
.....		925,659.39	Total Debits

### Daily Ledger Balance Summary

Date	Balance	Date	Balance
Oct 31	104,203.66	Nov 16	228,246.67
Nov 02	28,417.11	Nov 17	234,223.21
Nov 03	44,955.02	Nov 18	236,367.75
Nov 04	146,062.71	Nov 19	129,856.39
Nov 05	210,298.72	Nov 20	136,386.36
Nov 06	142,665.74	Nov 23	153,268.78
Nov 09	146,752.97	Nov 24	165,722.26
Nov 10	151,774.33	Nov 25	172,675.04
Nov 12	162,803.76	Nov 27	194,841.68
Nov 13	181,939.78	Nov 30	224,802.65

Average Daily Ledger Balance 150,996.04

Thank you for banking with Wells Fargo.

Member FDIC

NOVEMBER 2009 INFORMATION TO BRENDA NAGLE

MISC. DEPOSITS

DATE	DESCRIPTION	AMOUNT	G/L CODE
11/3/2009	LBS Cobra	\$ 203.74	
11/3/2009	Sundance	\$ 10,000.00	02-900-4030 Nov
11/3/2009	Sundance	\$ 1,282.70	02-000-1230 Nov
11/12/2009	Sysco	\$ 1,431.68	02-000-1303
11/20/2009	Coco-Cola	\$ 268.73	02-000-1309
11/20/2009	Becky Young	\$ 1,000.00	02-900-5028
11/28/2009	Sundance	\$ 10,000.00	02-900-4030 Dec
11/2/2009	Sundance	\$ 1,282.70	02-000-1230 Dec
	TOTAL	\$ 25,469.55	

INTER-CO BILLING

DATE	DESCRIPTION	AMOUNT	G/L CODE	BILL TO:
11/16/2009	Premier Transportation. Philo Smith transportation to Airport.	\$ 90.00	02-000-1270	Easy Street Partners
	Union Square HOA -Sept pre-petition HOA			A/P due to Union Square HOA
11/1/2009	dues withheld from rental	\$ 7,528.34		from Sky Lodge
11/1/2009	Union Square HOA from Sky Lodge-Aug pre petition HOA dues withheld from rental	\$ 13,960.98		A/P due to Union Square HOA from Sky Lodge
11/1/2009	Union Square HOA from Sky Lodge-Sept post petition HOA dues withheld from rental	\$ 1,452.37		A/P due to Union Square HOA from Sky Lodge
11/1/2009	Union Square HOA from Sky Lodge- July HOA dues withheld from rental proceeds.	\$ 8,446.22		A/P due to Union Square HOA from Sky Lodge
11/30/2009	09 Easy St. Partners property taxes for units- Summit County Treasurer	\$ 57,550.74	02-000-1280	A/P due to Sky Lodge from Easy Street Partners
	TOTAL	\$ 89,028.65		

A/R Billing

11/30/2009	Due from Sundance for 2010 property taxes from the Depot-based on 09 actual	\$ 16,521.30	02-000-1230	2009 Property Taxes due from Sundance for Depot-invoice coded to 02-000-1230 Sundance pd \$1282.70 per mo during 2009=\$15392.40-actual
11/30/2009	Add'l balance due for 2009 property tax	\$ 1,128.90	02-000-1230	taxes were \$16521.30

Prepaid workers comp \$8300.00 should be reclassified from workers comp expense to prepaids.

Brenda do you have a prepaid schedule?

New c/l code 1800 - SMS clearing account.

New g/l code 1225 -SMS City Ledger

New g/l code 1226 - SMS In House Ledger

Credit Card Fees

November Accrual

Visa/MC	\$ 3,575.64
Amex	\$ 4,045.24



Wells Fargo Securities, LLC  
201 South College Street  
CP-6, MAC# D1100-060  
Charlotte, NC 28244-0002  
1-800-326-5897

EASY STREET PARTNERS LLC  
SKY LODGE DEPOSIT ACCOUNT  
PO BOX 683300  
PARK CITY, UT 84068



*If you have multiple WFS accounts and have requested "house-holding," we have included the statements that pertain to those accounts in this single envelope.*

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Since you received your last monthly account statement, we have officially started operating under the Wells Fargo Securities name. Outside of the Wells Fargo Securities logo, the only other change you will notice is that your Portfolio Holdings are now listed before the Activity section on your monthly statement.

If you had unsettled trades as of the end of the day on Friday, November 6, your monthly statement and confirm will reflect that your trade was cancelled under Wells Fargo Brokerage Services, LLC and re-entered under our new legal entity, Wells Fargo Securities, LLC.

We have made great progress in combining the systems and tools that support the products and services we provide to our customers. As a reminder, you may continue to notice some changes to the security descriptions used for your positions/holdings. Please contact your investment representative if you have any questions, or need assistance reconciling the new descriptions with ones that were used previously.

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*Investments, other than Brokered Certificates of Deposits, are not FDIC insured, may lose value, and are not bank guaranteed - see important disclosures on the reverse of your WFS account summary page.*

**Statement Period**  
**11/01/2009 - 11/30/2009**

Wells Fargo Securities, LLC  
299 SOUTH MAIN  
SALT LAKE CITY, UT 84111  
THOMAS DEGENAARS  
(801)246-1746

**Your Investment Account(s)**

EASY STREET PARTNERS LLC  
SKY LODGE DEPOSIT ACCOUNT

Account Number  
12997367

**Account Value Summary**

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 0.00	\$ 0.00	0%
Money Market Mutual Funds	\$ 690,457.99	\$ 690,490.72	100%
Bonds	0.00	0.00	0%
Stocks	0.00	0.00	0%
Mutual Funds	0.00	0.00	0%
Unit Investment Trusts	0.00	0.00	0%
Other	0.00	0.00	0%
<b>Total Account Value</b>	<b>\$ 690,457.99</b>	<b>\$ 690,490.72</b>	<b>100%</b>
Value Change Since Last Statement Period	\$ 0.00	32.73	32.73
Percent Increase Since Last Statement Period		0%	0%
Value Last Year-End	\$ 687,784.41		
Percent Increase Since Last Year-End	0%		

**Income Summary**

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	32.73	2,706.31
Other	0.00	0.00
<b>Income Total</b>	<b>\$ 32.73</b>	<b>\$ 2,706.31</b>

**Money Market Mutual Funds Summary**

Description	Amount
<b>Opening Balance</b>	\$ 690,457.99
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Income Earned	32.73
<b>Closing Balance</b>	<b>\$ 690,490.72</b>

## Important Information

This statement is provided to customers of Wells Fargo Securities, LLC ("WFS"). Statements are provided monthly for accounts with transactions and/or security positions. The account statement contains a list of securities held in safekeeping by WFS as of the statement date and provides details of purchase and sale transactions, the receipt and disbursement of cash and securities, and other activities relating to the account during the statement period.

For WFS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank safekeeping statement. The Bank safekeeping statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date.

**Pricing:** Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange-listed securities, the price provided is the closing price at month end. For unlisted securities, it is the "bid" price at month end. The prices of CDs that mature in one year or less are shown at last price traded. The price of CDs that mature in greater than one year and of other instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

**Brokered CD Pricing:** Like bonds, brokered CDs are subject to price fluctuation and the value of a CD, if sold prior to maturity, may be less than at the time of its purchase. Significant loss of principal could result. While WFS generally makes a market in CDs it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFS will use its best efforts to help investors find a buyer.

**SIPC:** WFS is a member of the Securities Investor Protection Corporation ("SIPC"). In the event of insolvency or liquidation of WFS, securities held in safekeeping at WFS are covered by SIPC against the loss, but not investment risk, up to a maximum of \$500,000 per customer, which includes a \$100,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This coverage does not apply to securities held in safekeeping by the Bank. Additional information about SIPC, including a SIPC brochure, may be obtained by visiting [www.sipc.org](http://www.sipc.org) or by calling SIPC at 202-371-8300.

**FINRA BrokerCheck Program:** WFB is a member of the Financial Industry Regulatory Authority (FINRA). Under its BrokerCheck program, FINRA provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Information can be obtained from the

FINRA BrokerCheck program hotline number (800-289-9999) or the FINRA web site ([www.finra.org](http://www.finra.org)). A brochure describing the FINRA BrokerCheck program will be furnished upon written request.

**Free Credit Balances:** Any customer free credit balances may be used in the business of WFS subject to limitation of 17 CFR Section 240 § 15c(3)(2) under the Securities Exchange Act of 1934. In the course of normal business operations, a customer has the right to receive delivery of the following: any free credit balances to which he or she is entitled, any fully paid securities to which he or she is entitled, and any securities purchased on margin upon full payment of indebtedness to WFS.

**Equity Order Routing:** WFS will route equity orders taking into consideration among other factors, the quality and speed of execution, as well as the credits, cash or other payments it may receive from any exchange, broker/dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFS will route orders in an attempt to obtain executions at prices equal or superior to the nationally displayed best bid or offer. WFS will also attempt to obtain the best execution regardless of any compensation it may receive. WFS uses the compensation received to help keep costs competitive and provide customers with quality execution services. The nature and source of credits and payments WFS receives in connection with specific orders will be furnished to a customer upon request. WFS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. A printed copy of this report is available upon written request or by visiting: [www.tia.thomson.com/reports/1-6/gwchv/WFS](http://www.tia.thomson.com/reports/1-6/gwchv/WFS) will provide more detailed information relating to the routing of any order executed within six months of the request.

**Equity Extended Hours Trading:** See important information relating to equities trading before and after regular trading hours at: [www.wellsfargo.com/securities/regulatory](http://www.wellsfargo.com/securities/regulatory).

**Equity Open Orders:** Open orders will remain in effect until executed or canceled by you. Failure to cancel an open order may result in the transaction being executed for your account. WFS has no responsibility to cancel an open order at its own initiative.

**Dividend Reinvestment:** In any dividend reinvestment transaction, WFS acted as agent. Additional information regarding transactions of this nature will be furnished to a customer upon written request.

**Account Transfers:** A fee will be charged to customers transferring their existing WFS account to another broker/dealer or any other financial institution.

**Non-deposit investment products recommended, offered or sold by WFS, including mutual funds, are not federally insured or guaranteed by or obligations of the Federal Deposit Insurance Corporation**

("FDIC"), the Federal Reserve System or any other agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by any bank or WFS; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and investment return to fluctuate. When the investment is sold, the value may be higher or lower than the amount originally invested. WFS is a subsidiary of Wells Fargo & Company, is not a bank or thrift, and is separate from any other affiliated bank or FINRA. No affiliate of WFS is responsible for the securities sold by WFS.

**Mutual Funds:** The distributor of Wells Fargo Advantage Funds is affiliated with WFS. Mutual funds are sold by prospectus only. Please read the prospectus for further information including sales charges, deferred sales charges, withdrawal charges and management or other fees.

**Financial Statements:** WFS financial statements are available upon request.

**Trade Confirmations:** Investment purchases and sales are subject to the terms and conditions stated on the trade confirmation relating to that transaction. In the event of a conflict between the trade confirmation and this statement, the trade confirmation will govern.

**Customer Complaints and Reporting Discrepancies:**  
Customer complaints, or discrepancies should be promptly reported in writing to:  
Customer Support  
CP-6, MACH#D1100-060  
Charlotte, NC 28244-0002  
CMClientSupport@wellsfargo.com

Customers may also report complaints, inaccuracies or discrepancies by calling 1-800-326-5897/international callers should call 877-856-8878. To further protect their rights, including rights under the Securities Investor Protection Act, customers should also re-confirm writing to the above address any oral communications with WFS relating to the inaccuracies or discrepancies.

**Eurodollar Deposits:** Funds invested in a Eurodollar Deposit are held on deposit at the Bank's Grand Cayman Island branch, a foreign branch of the Bank. As an offshore deposit liability payable at the Bank's Grand Cayman Island branch, the deposits are subject to Grand Cayman Island laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Deposits payable only outside the U.S. also have a lower priority than deposits payable at a U.S. branch in liquidation. In addition, deposits held in a foreign U.S. bank branch are not insured by the FDIC or otherwise guaranteed by the U.S. government or any of its agencies.

Page 3 of 3  
Statement Ending: November 30, 2009

**EASY STREET PARTNERS LLC**  
Account Number: 12997367

### **Money Market Fund Activity**

All transactions are traded at \$1.00 per share  
Wells Fargo Adv Cash Investment MMF Admin  
\*As of November 30, 2009

Transaction Date	Activity	Principal Amount	Dividend Amount	Balance
	<b>Beginning Balance</b>			<b>690,457.99</b>
11/30/09	.05766%30 DAYS,BAL =	690457	32.73	690,490.72
	<b>Ending Balance</b>			<b>690,490.72</b>

Dividend earned  
this period

30 day\*  
simple yield

0.06%

7 day\*  
simple yield

0.10%

30 day\*

simple yield

0.06%



Wells Fargo Securities, LLC  
201 South College Street  
CP-6, MAC# D1100-060  
Charlotte, NC 28244-0002  
1-800-326-5897

EASY STREET PARTNERS LLC  
SKY LODGE SALES PROCEEDS ACCOUNT  
PO BOX 683300  
PARK CITY, UT 84068



*If you have multiple WFS accounts and have requested "house-holding," we have included the statements that pertain to those accounts in this single envelope.*

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9000

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**Statement Period****11/01/2009 - 11/30/2009**

Wells Fargo Securities, LLC  
299 SOUTH MAIN  
SALT LAKE CITY, UT 84111  
THOMAS DEGENAARS  
(801)246-1746

**Your Investment Account(s)**

EASY STREET PARTNERS LLC  
SKY LODGE SALES PROCEEDS ACCOUNT

**Account Value Summary**

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 0.00	\$ 0.00	0%
Money Market Mutual Funds	\$ 2,343,206.31	\$ 2,071,627.72	100%
Bonds	0.00	0.00	0%
Stocks	0.00	0.00	0%
Mutual Funds	0.00	0.00	0%
Unit Investment Trusts	0.00	0.00	0%
Other	0.00	0.00	0%
<b>Total Account Value</b>	<b>\$ 2,343,206.31</b>	<b>\$ 2,071,627.72</b>	<b>100%</b>

This summary does not reflect the value of unpriced securities or overnight repurchase agreements.

**Income Summary**

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	100.95	10,841.54
Other	0.00	0.00
<b>Income Total</b>	<b>\$ 100.95</b>	<b>\$ 10,841.54</b>

**Money Market Mutual Funds Summary**

Description	Amount
<b>Opening Balance</b>	<b>\$ 2,343,206.31</b>
Deposits and Other Additions	0.00
Distributions and Other Subtractions	271,679.54
Income Earned	100.95
<b>Closing Balance</b>	<b>\$ 2,071,627.72</b>

## Important Information

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For WFS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank safekeeping statement. The Bank safekeeping statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date.

**Pricing:** Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange-listed securities, the price provided is the closing price at month end. For unfurnished securities, it is the "bid" price at month end. The prices of CDs that mature in one year or less are shown at last price traded. The price of CDs that mature in greater than one year and of other instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

**Brokered CD Pricing:** Like bonds, brokered CDs are subject to price fluctuation and the value of a CD, if sold prior to maturity, may be less than at the time of its purchase. Significant loss of principal could result. While WFS generally makes a market in CDs it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFS will use its best efforts to help investors find a buyer.

**SIPC:** WFS is a member of the Securities Investor Protection Corporation ("SIPC"). In the event of insolvency or liquidation of WFS, securities held in safekeeping at WFS are covered by SIPC against the loss, but not investment risk, up to a maximum of \$500,000 per customer, which includes a \$100,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This coverage does not apply to securities held in safekeeping by the Bank. Additional information about SIPC, including a SIPC brochure, may be obtained by visiting [www.sipc.org](http://www.sipc.org) or by calling SIPC at 202-371-8300.

**FINRA BrokerCheck Program:** WFBS is a member of the Financial Industry Regulatory Authority (FINRA). Under its BrokerCheck program, FINRA provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Information can be obtained from the

FINRA BrokerCheck program hotline number (800-289-9899) or the FINRA web site ([www.finra.org](http://www.finra.org)). A brochure describing the FINRA BrokerCheck program will be furnished upon written request.

**Free Credit Balances:** Any customer free credit balances may be used in the business of WFS subject to limitation of 17 CFR Section 240 § 15c(3)(2) under the Securities Exchange Act of 1934. In the course of normal business operations, a customer has the right to receive delivery of the following: any free credit balances to which he or she is entitled, any fully paid securities to which he or she is entitled, and any securities purchased on margin upon full payment of indebtedness to WFS.

**Equity Order Routing:** WFS will route equity orders taking into consideration among other factors, the quality and speed of execution, as well as the credits, cash or other payments it may receive from any exchange, broker/dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFS will route orders in an attempt to obtain executions at prices equal or superior to the nationally displayed best bid or offer. WFS will also attempt to obtain the best execution regardless of any compensation it may receive. WFS uses the compensation received to help keep costs competitive and provide customers with quality execution services. The nature and source of credits and payments WFS receives in connection with specific orders will be furnished to a customer upon request. WFS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. A printed copy of this report is available upon written request or by visiting: [www.itx.thomson.com/reports/1-6/wchv/WFS](http://www.itx.thomson.com/reports/1-6/wchv/WFS) will provide more detailed information relating to the routing of any order executed within six months of the request.

**Equity Extended Hours Trading:** See important information relating to equities trading before and after regular trading hours at: [www.wellsfargo.com/com/securities/regulatory](http://www.wellsfargo.com/com/securities/regulatory).

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**Non-deposit investment products recommended, offered or sold by WFS, including mutual funds, are not federally insured or guaranteed by or obligations of the Federal Deposit Insurance Corporation**

Page 3 of 3  
Statement Ending: November 30, 2009**EASY STREET PARTNERS LLC**  
Account Number: 12997375**Daily Account Activity**

Your investment transactions during this statement period.

**Cash Activity**

Transaction / Settlement /	Trade Date	Eff. Date	Activity	Description	Debit Amount / Disbursements	Credit Amount / Receipts
11/04/09	11/04/09		Cash Receipt	REDEEM SD WF ADV CASH INV ADM	46,907.18	
11/04/09	11/04/09		Cash Journal	WT OUT WELLS FARGO		164,841.37
11/05/09	11/05/09		Cash Receipt	REDEEM SD WF ADV CASH INV ADM		
11/05/09	11/05/09		Cash Journal	WT OUT WELLS FARGO		
11/19/09	11/19/09		Cash Receipt	REDEEM SD WF ADV CASH INV ADM		
11/19/09	11/19/09		Cash Journal	WT OUT WELLS FARGO		

**Money Market Fund Activity**

All transactions are traded at \$1.00 per share

**Wells Fargo Adv Cash Investment MMF Admin**

\*As of November 30, 2009

Transaction Date	Activity	Dividend earned this period	7 day* simple yield	30 day* simple yield	0.06%
		100.95	0.10%		

  

Transaction Date	Activity	Principal Amount	Dividend Amount	Balance
	<b>Beginning Balance</b>			<b>2,343,206.31</b>
11/04/09	Redemption	(46,907.18)		2,296,299.13
11/05/09	Redemption	(164,841.37)		2,131,457.76
11/19/09	Redemption	(59,930.99)		2,071,526.77
11/30/09	.05755%30 DAYS,BAL=	100.95		2,071,627.72
	<b>Ending Balance</b>			<b>2,071,627.72</b>

WELLS  
FARGO  
SECURITIES

Wells Fargo Securities, LLC  
201 South College Street  
CP-6, MAC# D1100-060  
Charlotte, NC 28244-0002  
1-800-326-5897

EASY STREET MEZZANINE LLC  
ATTN CHARLES LEONARD  
PO BOX 683300  
PARK CITY, UT 84068



*If you have multiple WFS accounts and have requested "house-holding," we have included the statements that pertain to those accounts in this single envelope.*

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Since you received your last monthly account statement, we have officially started operating under the Wells Fargo Securities name. Outside of the Wells Fargo Securities logo, the only other change you will notice is that your Portfolio Holdings are now listed before the Activity section on your monthly statement.

If you had unsettled trades as of the end of the day on Friday, November 6, your monthly statement and confirm will reflect that your trade was cancelled under Wells Fargo Brokerage Services, LLC and re-entered under our new legal entity, Wells Fargo Securities, LLC.

We have made great progress in combining the systems and tools that support the products and services we provide to our customers. As a reminder, you may continue to notice some changes to the security descriptions used for your positions/holdings. Please contact your investment representative if you have any questions, or need assistance reconciling the new descriptions with ones that were used previously.

9000

*Investments, other than Brokered Certificates of Deposits, are not FDIC insured, may lose value, and are not bank guaranteed - see important disclosures on the reverse of your WFS account summary page.*

**Statement Period****11/01/2009 - 11/30/2009**

Wells Fargo Securities, LLC  
 299 SOUTH MAIN  
 SALT LAKE CITY, UT 84111  
 THOMAS DEGENAARS  
 (801)246-1746

**Your Investment Account(s)**

EASY STREET MEZZANINE LLC  
 ATTN CHARLES LEONARD

Account Number  
 12954467

**Account Value Summary**

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 78,518.09	\$ 78,521.81	0%
Money Market Mutual Funds	\$ 0.00	\$ 0.00	100%
Bonds	\$ 0.00	\$ 0.00	0%
Stocks	\$ 0.00	\$ 0.00	0%
Mutual Funds	\$ 0.00	\$ 0.00	0%
Unit Investment Trusts	\$ 0.00	\$ 0.00	0%
Other	\$ 0.00	\$ 0.00	0%
<b>Total Account Value</b>	<b>\$ 78,518.09</b>	<b>\$ 78,521.81</b>	<b>100%</b>

Value Change Since Last Statement Period

Percent Increase Since Last Statement Period

Value Last Year-End

Percent Increase Since Last Year-End

**Income Summary**

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	\$ 0.00	\$ 0.00
Money Market Mutual Funds Dividends	3.72	307.76
Other	0.00	0.00
<b>Income Total</b>	<b>\$ 3.72</b>	<b>\$ 307.76</b>

**Money Market Mutual Funds Summary**

Description	Amount
<b>Opening Balance</b>	<b>\$ 78,518.09</b>
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Income Earned	3.72
<b>Closing Balance</b>	<b>\$ 78,521.81</b>

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Page 3 of 3  
Statement Ending: November 30, 2009

EASY STREET MEZZANINE LLC  
Account Number: 12954467

### Money Market Fund Activity

All transactions are traded at \$1.00 per share  
Wells Fargo Adv Cash Investment MMF Admin  
\*As of November 30, 2009

Transaction Date	Activity	Principal Amount	Dividend Amount	Balance
	<b>Beginning Balance</b>			<b>78,518.09</b>
11/30/09	.05766%30 DAYS, BAL =	78518	3.72	78,521.81
	<b>Ending Balance</b>			<b>78,521.81</b>

30 day\*  
simple yield  
0.06%

7 day\*  
simple yield  
0.10%